

PARKS

Usage Rules and Regulations

1. The purpose of the Park Usage Permit is solely to give permission to use the designated park zone and does not guarantee exclusive use of the public park. It does not guarantee that restrooms and/or parking will be available.
2. The security deposit shall be used to defray cost of any damages to the facilities, their contents, or for any extra expenses incurred by the City because of the use of the park by the renting party. Extra expenses may include extra fees, storage fees, and fees for overtime use of building, excessive cleaning cost or any extra cost to the City. The Security deposit **shall be forfeited for violations of the rules for use and the rules for use of alcoholic beverages.** Payment for any cost to the City in excess of the Security Deposit will be due 30 days from the date of use.
3. Restrooms: Renters are responsible for providing a portable toilet during any rental time longer than two hours if on-site restrooms are not available for any reason.
4. Renters may not sublet the space to another group or individual (exception – renter may divide space for vendor/info booths at a market, festival, etc.).
5. The City of Durham and other agencies, government or private, may require other permits, security services or equipment for the activity. Acquisition of these extra permits, services and equipment is the renter's responsibility and expense.
6. **This permit does not allow for amplified music.**
7. A City of Durham Special Event Permit issued by the Durham Police Department may be required. Events that will require street closures, tents, impact traffic, play amplified music, sell food or merchandise, provide inflatable amusement rides, etc. will be required to obtain a special event permit. Additional information and the application are available on the Durham Police Department website at:
http://www.durhampolice.com/news/special_events.cfm.
8. Security services, if required, will be determined by the Durham Police Department for all events. The renter will be given contact information with the Police Department to schedule officers for your event. In the event of cancellation, it is the renter's responsibility to cancel security services 3 days (72 hours) prior to the event. Failure to do so will result in the renter being responsible for full payment to the security officers at the Police Department's established rate.
9. A certificate of liability insurance may be required for your event. This insurance must show that you have general liability insurance for at least one million dollars per occurrence, naming the City of Durham as an additional insured. Events providing bounce houses, serving alcohol, fundraising and where food will be sold, are all examples of when insurance would be required. The certificate of insurance **must** have an **original signature** covering the date of your event, and must be presented to our office no later than 21 calendar days prior to your event. **If it is not turned in on time you may be required to alter your event plans and/or cancel the event.** If your insurance agent has any questions, please feel free to call the reservationist at (919) 560-4355 ext. 27202.
10. All shelters and park areas must be cleared of people, props, decorations, rental equipment and trash by the park closing time. Anyone using the building or grounds after these hours will be subject to applicable criminal charges.

11. Camping on property owned or controlled by the City is only allowed in areas that have been designated and approved for such use by the Department of Parks and Recreation. Camping includes, but is not limited to, the erection and use of hammocks, boxes, tarps, tents, huts, and structures of whatever kind for the purposes of facilitating sleeping or providing shelter. Unless otherwise approved by the City, no person may construct, erect or use any hammock, box, tarp, tent, hut, or structure of whatever kind for the purposes of facilitating sleeping or providing shelter on any property owned or controlled by the City without first having obtained a permit from the Department of Parks and Recreation.
12. Parking is allowed in designated parking areas only. **No motorized vehicles are allowed on the grass or pathways! This includes unloading of supplies and any event set-up that is required.**
13. **Possession and consumption of Alcoholic Beverages is prohibited.** (Except as approved by City Ordinance Sec. 38-21). **General liability insurance with an alcohol/liquor rider for at least one million dollars, naming the City of Durham as an additional insured is required.**
14. Renters may bring their own grill provided that it can be “carried” in and is not placed under a shelter, nearby trees or other structures.
15. Fires shall be allowed only in designated-approved grills. Fires shall never be left unattended. All hot coals must be extinguished with water prior to leaving area (do not dump coals on ground or in trash receptacles).
16. All trash must be bagged and disposed of in receptacles provided. If trash cans will not be adequate for disposal, it is the renter's responsibility to remove and dispose of excess trash off-site.
17. By signing this permit, renters and renters' organizing agency agree to hold harmless, the City of Durham, its agents, employees, officers and contractors from and against all liabilities, claims, demands, judgments, cost of fees including without limitation reasonable attorneys fees arising in a manner from and all use of the facility and agree to be bound by these rules.
18. Personnel of the City of Durham may at their discretion shut down an event if the activity is illegal or poses a significant threat of harm or damage to the facility, participants or viewing audiences, or that fails to establish responsible supervision for activity. Infractions of applicable rules or any laws or ordinance while using the facilities will be grounds for cancellation of the remainder of the rental period, forfeit of the security deposit, denial of use of the facilities in the future, or any applicable criminal charges. The renter will be responsible for all actions of persons attending their event.
19. The City of Durham, Parks and Recreation Department is not responsible for damaged, lost, left, and/or stolen items.
20. The cutting, tearing, pulling, or otherwise causing damage to trees, bushes, shrubs and wildflowers, and the digging into or scraping of the ground in a city park are prohibited, except by or under the direction of authorized personnel.
21. The killing, taking, or in any way molesting wildlife in a city park is prohibited. Spraying pesticides is prohibited.

Receiving Your Security Deposit After Your Rental: At the conclusion of the rental your security deposit will be refunded through the City's Finance Department, within 2-3 weeks of your rental, if the following criteria are met:

- No damages have occurred.
- All reservation procedures, and permit terms and rules were followed.
- The park was left in a clean and orderly condition.
- If applicable, payment made to security officers at event.
- No additional time was used for the event including set-up and/or tear-down.
- No Items were left at the park without prior approval from the Parks and Recreation Department.